

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486500

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Discount Divas Boutique, LLC | | 07/23/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | EAGLE FUND IV, LP, AS COLLATERAL AGENT | | |
| Street Address: | 1 N. BRENTWOOD, SUITE 1550 | | |
| Internal Address: | C/O EAGLE PRIVATE CAPITAL IV, INC. | | |
| City: | Brentwood | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63105 | | |
| Entity Type: | Limited Partnership: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5012353 | DISCOUNT DIVAS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3142592020 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3142592000 | | |
| Email: | bcipdocketing@bclplaw.com | | |
| Correspondent Name: | BRYAN CAVE LEIGHTON PAISNER LLP | | |
| Address Line 1: | 211 North Broadway, Suite 3600 | | |
| Address Line 4: | St. Louis, MISSOURI 63102 | | |
| ATTORNEY DOCKET NUMBER: | 2394392 | | |
| NAME OF SUBMITTER: | Jill Giorgio | | |
| SIGNATURE: | /Jill Giorgio/ | | |
| DATE SIGNED: | 08/17/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 23, 2018, is made by DISCOUNT DIVAS BOUTIQUE, LLC, a Delaware limited liability company ("Grantor"), in favor of Eagle Fund IV, LP, in its capacity as collateral agent for the lenders party to the Investment Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Investment Agreement dated as of July 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Investment Agreement"), by and among Boutique Brands, LLC ("Boutique Brands"), a Delaware limited liability company, Grantor, Lime Lush Boutique, LLC ("Lime Lush"), a Delaware limited liability company, the other parties who may become lenders thereto (the "Lenders") and the Collateral Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Grantor;

WHEREAS, in connection with the Investment Agreement, Grantor, Boutique Brands, Lime Lush, the other grantors party thereto from time to time, and the Collateral Agent have entered into that certain Security and Pledge Agreement dated July 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Investment Agreement and the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Lenders, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the ratable benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Investment Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Collateral Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Security Agreement pursuant to Section 12 thereof, upon written request of Grantor, and at the expense of Grantor, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Collateral Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

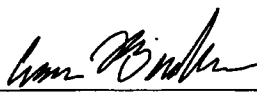
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IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

DISCOUNT DIVAS BOUTIQUE, LLC

By: Boutique Brands, LLC, its sole Manager
and sole Member

By:  _____

Name: Carson Biederman

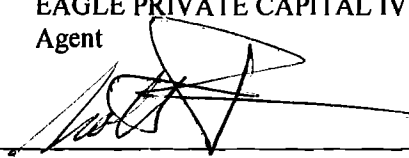
Title: Manager

COLLATERAL AGENT:

EAGLE FUND IV, LP

By: EAGLE FUND IV PARTNERS, LLC
Its: General Partner

By: EAGLE PRIVATE CAPITAL IV, INC.
Its: Agent

By: 
Name: Scott Fesler
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Name | Serial No. | Registration Number | Registration Date | Jurisdiction |
|---------------------------|------------|---------------------|-------------------|--------------|
| "DISCOUNT DIVAS, U.S." | 86839803 | 5012353 | August 2, 2016 | U.S. |

TRADEMARK APPLICATIONS

None.